

REQUEST FOR QUALIFICATIONS
No. N62742-12-RP-0009

JOINT BASE PEARL HARBOR-HICKAM
PEARL HARBOR, HAWAII

U.S. DEPARTMENT OF THE NAVY
Naval Facilities Engineering Command, Pacific
Joint Base Pearl Harbor-Hickam, HI 96860-3134

**ENHANCED USE LEASE
ALTERNATIVE ENERGY POWER PLANT
JOINT BASE PEARL HARBOR-HICKAM
PEARL HARBOR, HAWAII**

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**Issued By
Naval Facilities Engineering Command, Pacific
Joint Base Pearl Harbor-Hickam, HI 96860-3134**

TABLE OF CONTENTS

SECTION 1.0	EXECUTIVE SUMMARY
SECTION 2.0	EXISTING CONDITIONS
SECTION 3.0	ENHANCED USE LEASE REQUIREMENTS AND BUSINESS ARRANGEMENTS
SECTION 4.0	PROPOSAL SUBMISSION INSTRUCTIONS
SECTION 5.0	SOURCE SELECTION
SECTION 6.0	EVALUATION OF PROPOSALS
SECTION 7.0	EVALUATION RATINGS AND RISK ASSESSMENTS
SECTION 8.0	SPECIAL CONDITIONS AND LIMITATIONS
SECTION 9.0	POINT OF CONTACT

APPENDICES

A.	PROPERTY AND VICINITY MAPS OF EUL PREMISES
B.	DESCRIPTION OF EUL PREMISES
C.	DESCRIPTION OF PRINCIPAL IMPROVEMENTS
D.	UTILITIES DIAGRAM
E.	ENVIRONMENTAL CONDITION OF PROPERTY REPORT
F.	PROHIBITED USES AND ACTIVITIES
G.	IN-KIND CONSIDERATION
H.	INSURANCE REQUIREMENTS
I.	CONFLICT OF INTEREST CERTIFICATION
J.	INFORMATION TO BE SUBMITTED BY SELECTED DEVELOPERS
K.	FAR PROVISIONS AND MANADATORY CLAUSES INCORPORATED BY REFERENCE
L.	SELECTED DEVELOPER'S COVER PAGE

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PEARL HARBOR , HAWAII**

SECTION 1.0 – EXECUTIVE SUMMARY

1.1 AUTHORITY

Under its Enhanced Use Leasing (EUL) program, the Department of the Navy (hereinafter referred to as either the “Navy” or the “Government”) is making available for lease non-excess real property at Joint Base Pearl Harbor-Hickam (hereinafter referred to as either “JBPHH” or the “Installation”), Pearl Harbor, Hawaii under the authority of Title 10, United States Code, Section 2667. This authority allows for military departments to outlease land or facilities to a private or a public entity, on a long-term basis where a cash and/or in-kind consideration is received for use of the leased property.

1.2 JOINT BASE PEARL HARBOR-HICKAM, HONOLULU, HI

Pearl Harbor was established as a U.S. naval base in 1908, and remains a vital part of the U.S. defense establishment today. Pearl Harbor is a national historic landmark because of its essential contribution to the rise of the United States as a major power in the Pacific and the crucial role it played in World War II, beginning with the December 7, 1941 attack. Following the war, Pearl Harbor remained the homeport of the US Pacific Fleet. Since that time it has served to support naval operations during the Korean and Vietnam Wars, as well as during the Cold War. Still in full use today, Pearl Harbor is also home to the USS Arizona Memorial as well as the museum ships USS Missouri and USS Bowfin. JBPHH is in the process of combining two historic bases into a single joint installation to support both Air Force and Navy missions, along with their tenant commands, and all our service members and their families.

1.2.1 NAVY MISSION: Provide, manage and continuously improve the shore installation services that we deliver in support of Fleet, Fighter and Family. Effectively direct the ashore battle space in support of Fleet Operations.

1.3 EUL PREMISES

1.3.1 PREMISES/LOCATION: The property proposed for outleasing (hereinafter referred to as the Premises) is an approximately 2.4 acre parcel located at the intersection of Cushing Street and Kanaloa Street., near Dry Dock 4 in the JBPHH Naval Shipyard. Located on the Premises is building 177 (Power Plant 3). Power Plant 3 is a 76,794 square foot building that was constructed in 1942 and used in the capacity of a power plant until 1978. Power Plant 3 currently contains the following equipment: salt water fire pumps for Dry Dock 4, 11.5 Kv electrical switching station for shore power and pumps with backup generators, portable export steam boilers (parked outside), mobile electrical generators (parked outside), shop equipment includes: welding machines, shears, & benders, miscellaneous supplies and parts for the electric motors, pumps, pipes, wire,

hoses, nuts & bolts, portable boiler wash down rack, and back-up transformers are present. All equipment will need to be relocated as the project dictates.

1.3.2 CURRENT USE: The Premises' current uses include electrical switching and metering for Dry Dock 4 power and surrounding support buildings, salt water pumping for fire suppression at Dry Dock 4, gas turbine generator testing and support of peak shaving operations, portable boiler testing and storage, material and equipment storage, welding and fabrication shops.

1.3.3 TRANSMISSION LINES: Two interconnection options exist. The first option would require 5,200 feet of underground 46kV transmission lines, along the most direct roadways from Power Plant #3 to the Hawaiian Electric Company (HECo) Puuloa substation. The second option would require 4000-7000 ft of underground 46kV transmission lines to the Makalapa 45 interconnect. HECo's detailed transmission studies will determine interconnection requirements and costs. As the required transmission lines do not currently exist, the Selected Developer shall be responsible for the cost of any new lines and associated studies required for the development and use of the leased Premises .

1.4 BUSINESS OPPORTUNITY

The Navy seeks to competitively select a developer (hereinafter referred to as Selected Developer or Lessee) to lease the Premises. The Selected Developer will develop, operate and maintain a Power Plant within the Premises for the term of the lease and will provide in-kind consideration or cash to the Navy not less than the fair market value of the developer's leasehold interest in the leased Premises. It is desired that the Power Plant be designed to provide 50-100 MW of firm power with black start capability, and also be biofuel capable. The Power Plant will provide peaking capacity for the HECo grid or other off-taker. The cost of environmental clean-up of the Premises was not determined during the Phase I process. This will be one of the issues that will be addressed during the Phase II period of exclusive negotiations with the Selected Developer. The estimated costs of environmental clean-up will be factored into any business agreement between the Navy and the Selected Developer.

1.5 PROJECT SUMMARY

1.5.1 PROJECT GOAL: The Navy is seeking a lessee to establish, operate and maintain an alternative/renewable capable peaking capacity electric power plant in exchange for in-kind-consideration at not less than the fair market value of the leased property, as identified in Appendix "G," subject to the prohibited uses and activities in Appendix "F".

1.5.2 PROJECT CONCEPT: The Premises will be leased for a term not to exceed fifty (50) years. The Navy may, if it determines to be in the Government's best interest, enter into a succeeding lease of the Premises conditioned upon the lessee's satisfactory performance during the initial lease term.

The Selected Developer shall finance, plan, design, construct, market, operate and maintain the facility on the Premises for the term of the Lease and receive market

fees from end users. Ownership of the leased Premises shall remain with the Navy for the duration of the lease term.

Any use or operation of the Premises may be provided directly by the Selected Developer or through a third-party under a sublease or concession arrangement that has been reviewed and accepted in advance by the Navy.

1.5.3. PROJECT OBJECTIVES:

The following objectives have been set for this project:

- Entering into a long-term lease with a responsible party who will provide good stewardship over the property;
- Maximizing value to the Navy in the form of in-kind services, enhancing quality of life for Navy personnel, and providing benefit to the surrounding community;
- Ensuring compatibility of proposed EUL Premises lease with the operational and security requirements of the Installation;
- Successfully integrating development activities with cultural resources and environmental policy management requirements compatible with the mission of the Installation;
- Complying with all National Environmental Policy Act (NEPA) and Environmental Condition of Property Report and Checklist (ECP) requirements;
- Employing the best commercial practices to the benefit of both the Navy and the Developer.
- Provide JBPHH with firm sources of electrical power to maintain critical operations of Installation facilities during any/all interruptions of electrical power services from HECo.

1.5.4. BUSINESS AND LEASING PLAN: The Selected Developer will provide a Business and Leasing Plan (the “Business Plan”) detailing the development scope for constructing, financing, and managing the Premises. The Selected Developer’s Business Plan shall propose the specific length of the business arrangement with the Navy and the term of the facility lease (not to exceed 50 years) and will include sections on adherence to applicable Navy Safety, Security, and Environmental Protection guidelines. Upon completion of the Business Plan and final approval by the Navy, a facility lease will be negotiated by the Navy and the Selected Developer to implement the Business Plan. The decision to implement the Business Plan will be made by the Navy at its sole discretion.

1.6 SELECTION STRATEGY

1.6.1 TWO-PHASED, BEST VALUE PROCESS: The source selection will utilize a two-phased, best value process. Offerors’ (hereinafter referred to as the “Potential Developer”) Phase I proposals will be evaluated based on their technical merit and associated risk ratings. One offeror (hereinafter referred to as the “Selected Developer”) will be selected to submit a Phase II proposal and for the exclusive negotiation of the Business Plan.

In Phase I Potential Developers shall be required to submit written technical proposals reflecting their overall development concept. The Navy does not intend to meet with Potential Developers regarding revisions to their proposals but may contact Potential Developers to clarify certain aspects of their proposals or to correct clerical errors. Written or oral discussions with all Potential Developers who submit proposals are not anticipated. However, at the Navy's discretion Potential Developers might be required to present their proposals orally to a Navy evaluation team in the event that the Navy decides to include all Potential Developers in a competitive range for subsequent discussions or to short-list some Potential Developers into a competitive range for subsequent discussions.

If the Navy determines that discussions are necessary, the Navy shall establish a competitive range for discussions.

- a. If a Potential Developer's proposal is not included in the competitive range, it will be eliminated from further consideration. The rationale for eliminating a Potential Developer from the competitive range shall be documented. The Navy shall provide unsuccessful Potential Developers with prompt, written notice of their exclusion from the competitive range.
- b. If discussions are held, discussions shall be conducted with all Potential Developers in the competitive range. Discussions will be closed by the Navy's written request for Revised Proposals. Upon conclusion of discussions, all Potential Developers remaining in the competitive range shall be afforded the opportunity to revise their proposals. If revisions to a Potential Developer's initial proposal are made, the Potential Developer shall be required to clearly identify in its submission those portions of its proposal which have been revised.
- c. Revised Proposals will be evaluated by the Navy in the same manner employed for the evaluation of Potential Developer's initial proposals. The prior evaluations will be updated and will be documented in the same manner as the Potential Developer's initial proposals.

It is the Navy's intent to select for Phase II the developer whose proposal, conforming to the Request For Qualifications (RFQ), is considered to provide the best value and be the most advantageous to the Government. The rating methods set forth in this RFQ will be used in evaluating proposals. The relative strengths, deficiencies, weaknesses, and risks of each proposal will be evaluated. The developer selected for Phase II shall be determined financially capable and otherwise responsible within the meaning of FAR 9.104-1.

1.6.2 SELECTION FOR PHASE II EXCLUSIVE NEGOTIATIONS: Following Phase I evaluations, one (1) developer will be selected for a period of exclusive negotiations. The developer to be selected for exclusive negotiation of a Business Plan will be that developer whose proposal provides the best overall value to the Government and is determined to be most advantageous to the Government;

provided, however, that the Navy may at its option, and without any liability, choose to reject any and all proposals without a requirement for justification. Selection of a developer for negotiation of the Business Plan will be based on an objective best overall value determination.

SECTION 2.0 - EXISTING CONDITIONS

This Section describes existing conditions at the Premises. Information and/or documents pertaining to the property and provided to Potential Developers are believed to be correct; however the Navy does not warrant this information. This property is offered for outlease “as is, where is”. The Navy does not warrant the condition of any of the structures, equipment, etc. offered for outlease.

2.1 LAND

The proposed EUL Premises is comprised of approximately 2.4 acres located at the intersection of Cushing Street and Kanaloa Street, near Dry Dock 4 in the JBPHH Naval Shipyard. Appendices “A”, “B”, and “C” more particularly describe the property.

2.2 PRINCIPAL IMPROVEMENTS

The Premises’ improvements include Power Plant # 3, which is a three story, 76,794 square foot building, constructed in 1942. The building was last improved in 1991. 8,510 square feet of Power Plant # 3 is being used as utility system storage. Shop equipment includes: welding machines, shears, and benders, miscellaneous supplies and parts of which the electric motors, pumps, pipes, wire, hoses, nuts & bolts, portable boiler wash down rack, and back-up transformers are present. All equipment may need to be relocated as the project dictates.

2.3 INFRASTRUCTURE AND UTILITY SYSTEMS

Located on the Premises are several 11.5 Kv underground circuit ties into Power Plant 3. Potable water and waste water service is provided to the Premises by NAVFAC Hawaii in sufficient capacities for existing operations. Telecommunications are not provided to the Premises.

2.4 DEVELOPMENT CONSIDERATIONS

2.4.1 HISTORICAL, CULTURAL, AND ARCHEOLOGICAL: Power Plant 3 is a Historic Category II Structure built in 1943. It is located within the Pearl Harbor National Historic Landmark in the Shipyard Historic Management Zone. National Historic Landmarks are nationally significant historic places designated by the Secretary of the Interior because they possess exceptional value or quality in illustrating or interpreting the heritage of the United States. Today, fewer than 2,500 historic places bear this national distinction. Section 110(f) of the National Historic Preservation Act of 1966, as amended, requires that before approval of any Federal undertaking which may directly and adversely affect any National Historic Landmark, the head of the responsible Federal agency shall, to the

maximum extent possible, undertake such planning and actions as may be necessary to minimize harm to such landmark, and shall afford the Advisory Council a reasonable opportunity to comment on the undertaking. During negotiations between the Navy and the Selected Developer, the Navy will consult with the State Historic Preservation Officer (SHPO) and other consulting parties needed to comply with all federal regulations. Any proposed undertaking by the Selected Developer shall be consulted with the Navy and subject to the NHPA (16 U.S.C. 470) and its implementing regulations (36 CFR Part 800). All work shall be in accordance with applicable Federal, State, and local laws and ordinances. The Navy's approval may require consultation with the Hawaii SHPO, the ACHP, and other consulting parties. As a condition to the Navy's approval, the Selected Developer may be required to comply with or implement any mitigation measures required by the SHPO and/or the ACHP. The Selected Developer shall cooperate with the Navy cultural resources staff concerning any undertakings affecting the Premises and conform to the Navy's cultural resources staff's or their approved agent's recommendations to meet these requirements. During negotiations between the Navy and the Selected Developer, the Navy will consult with the State Historic Preservation Officer (SHPO) and other consulting parties needed to comply with the NHPA.

2.4.2 HAZARDOUS MATERIALS: Prior hazardous material assessments completed for the Navy have identified the presence of asbestos, lead based paint, as well as the possibility for other hazardous materials. Appendix "E", Environmental Condition of Property Report and Checklist (ECP), contains a more detailed description. Be advised that other hazardous materials may be present at the EUL Premises. The Selected Developer will be responsible for accomplishing the abatement, removal and disposal of all hazardous materials present at the EUL Premises in accordance with all applicable standards and regulations. The cost of environmental clean-up will not be determined during the Phase I process. This will be one of the issues that will be addressed during the Phase II period of exclusive negotiations with the Selected Developer. The estimated costs of environmental clean-up will be factored into any business agreement between the Navy and the Selected Developer.

2.4.3 REGULATORY: State and local zoning regulations do not apply to the JBPHH. The Premises complies with the Draft Regional Integration Plan (RIP) dated April 2012 as industrial use. The Premises is a Historic Category II Structure located within Pearl Harbor National Historic Landmark in the Shipyard Historic Management Zone. Due to the Premises' historical status, any proposed future improvements to Power Plant 3 and/or the adjacent sites will need to be reviewed by the Navy for conformance to "Secretary of the Interior's Standards for the Treatment of Historic Properties, Rehabilitation Guidelines."

2.4.4 LEGISLATIVE JURISDICTION: Concurrent jurisdiction applies to JBPHH, including the Premises.

- 2.4.5 EASEMENTS AND ENCUMBRANCES:** There are no known third-party easements or encumbrances adversely affecting the EUL Premises. (See Appendix “M” for a Real Estate Summary Map.) The Selected Developer is responsible for determining all easements and encumbrances.
- 2.4.6 UTILITIES:** Navy has the potential to provide electricity, water, and wastewater service to the Selected Developer, if requested. The Selected Developer will be charged the Navy’s established rate for each service. These rates are set annually by Navy policy, are not negotiable, and are published in NAVFACHINOTE 7030. All non-Federal customers are subject to an additional private party surcharge established by the NAVFAC Hawaii Comptroller. If the Successful Selected Developer chooses to obtain utility services from the local utility provider, the Selected Developer must obtain separate utility connections and operating agreements with the individual providers. The Navy does have enough water to supply the proposed generator. (See Appendix “D” for a description of current utilities infrastructure.)
- 2.4.7 BUILDING CODES:** Construction on the Premises shall comply with the building code of the City and County of Honolulu and all applicable governmental laws, codes, rules and regulations, International Building Code, the International Existing Building Code, the International Residential Code, the International Energy Conservation Code, and ASHRAE Standards 62.1, 62.2 and 90.1. Construction on the Premises shall also comply with the appropriate National Fire Protection Association Standards then in effect for the type(s) of occupancy proposed, or such other more-stringent fire-protection and life safety codes, if any, then in effect and adopted by the City and County of Honolulu and shall be in compliance with the building code of the City and County of Honolulu and all applicable governmental laws, codes, rules and regulations, including without limitation, the Americans with Disabilities Act of 1990, as amended. Upon completion of exclusive negotiations, the Selected Developer shall retain, at no cost to the Government, an independent construction consultant to provide construction supervision and quality assurance, for the benefit of the Government.
- 2.4.8 ANTITERRORISM/FORCE PROTECTION (AT/FP):** Construction of the Premises shall comply with all applicable standards from the UNIFIED FACILITIES CRITERIA (UFC) DoD MINIMUM ANTITERRORISM STANDARDS FOR BUILDINGS, 4-010-01 (08 Oct 2003), or as may be revised or replaced.
- 2.4.9 SOUND ATTENUATION:** No operations or combination of activities shall be conducted that create an airborne sound level at the fence line that exceeds 75 dB at any point in time, 70 dB for a cumulative total of one minute or more during any ten minute period, 65dB continually for a period of five minutes or a cumulative total of five minutes in any ten minute period and/or 60dB for a pure tone or impulsive sound (less than 1 sec).

2.4.10 TRAFFIC STUDY: The Selected Developer and the Navy will work together on any requirements for traffic mitigation to include: changes, upgrades or modifications to the gates, roadways, and traffic patterns. These plans will conform to optimal levels of service and environmental conditions. A traffic study may be required to determine the impact of traffic during peak and non-peak hours leading on to the base in and around the site. This study will be conducted by an engineering firm that specializes in traffic and transportation engineering studies and mitigation. The study will include but is not limited to traffic volume counts, sight distance and turning radius. The traffic study will outline detailed analysis of traffic considerations and subsequent recommendations for the proposed development. All costs shall be borne by the Selected Developer.

2.4.11 PHYSICAL SECURITY REQUIREMENTS: Provisions for physical access control between the Premises and areas utilized by the Navy for fleet support and other uses shall be considered during the Phase II period of exclusive negotiations with the Selected Developer. The estimated costs of establishing adequate physical restrictions to accessing sensitive areas will be factored into any business agreement between the Navy and the Selected Developer. The Navy may also temporarily restrict access to the leased property due to needs of national defense. (Force Protection Condition may prevent non-DoD personnel from gaining access to the Installation.) The government is not responsible to the Selected Developer for lost rent based on tenants' inability to gain Installation access.

SECTION 3.0 - ENHANCED USE LEASE REQUIREMENTS AND BUSINESS ARRANGEMENTS

This Section identifies the Navy's primary objectives, requirements, and anticipated business arrangements associated with the prospective Lessee. Refer to Section 4.4 and Appendix "J" for specific items to be included in proposals.

3.1 SUMMARY OF LEASING PROCESS

Following selection of the Selected Developer, the Navy and the Selected Developer will work together to produce a Business Plan. The Navy will work with the Selected Developer in preparing a Facility Lease and other documents required to implement the Business Plan. An initial sample outline for contents of the Business Plan is as follows:

- A further description of the Navy's goals, concepts and objectives for the leasing arrangement and methods for meeting them;
- Sources of capital, including debt and equity, for the project;
- Overall leasing and development schedule;
- Roles and responsibilities of the Navy, JBPHH, and the Selected Developer, including a description of any anticipated partnership or joint ventures by the Selected Developer;
- Development plans and timelines, including facility drawings, site plans, etc;

- Documents required to comply with the National Environmental Policy Act (NEPA), Environmental Condition of Property Report and Checklist (ECP) and other applicable laws;
- Community relations plan;
- A detailed description of any opportunities identified during the planning process that cannot be accommodated by the current lease authority, and, if feasible, a plan for proceeding under an alternative authority; and
- The specific consideration to be provided to the Navy for the outleasing of the property.

The Selected Developer shall provide adequate and appropriate personnel resources during the period of exclusive negotiations in order to efficiently and expeditiously carry out the negotiations and preparation and development of the Business Plan and related documents.

The Selected Developer will prepare a draft of the Business Plan for review by the Navy and its advisors. The Navy will work with the Selected Developer to arrange for review by relevant stakeholders.

At the end of the planning stage, the Business Plan and supporting documents will be submitted to the Navy for review and approval.

For a complete discussion of the Phase II process see Section 5.3 of this RFQ.

3.2 LEASE PAYMENT PROVISIONS

A specific price proposal shall be submitted by the Selected Developer during Phase II with the Selected Developer's draft Business Plan. Consideration to the Navy shall be no less than the fair market value of the Selected Developer's leasehold interest in the leased Premises. Consideration may be in the form of cash rental and/or "in-kind" consideration. The Navy will determine the precise form of the consideration to be provided. The Selected Developer will not be paying the Navy a consultant's fee, transactional fee, or other similar fee. The proposed Business Plan must show how the rent and/or in-kind consideration proposed will benefit the Navy over the term of the lease. Details regarding these payments will be provided in the Business Plan. Examples of "in-kind" consideration include small or large construction projects, repair or improvement to existing JBPHH facilities, and/or maintenance services. When the Navy has decided on the specific "in-kind" consideration to be delivered, the Lessee (Selected Developer) may be requested to accomplish and complete the tasks or projects identified.

3.3 USE RESTRICTIONS

See Appendix "F" for a list of prohibited uses and activities.

3.4 DESIGN

Any improvements or alternations shall promote compatibility of activities and design within and surrounding the property, and shall provide for efficient vehicular and pedestrian ingress and egress.

3.5 UTILITIES AND SUPPORT SERVICES

The Developer will be responsible for coordination of all utilities and support services used in the operation and management of the Premises. Utility lines are available within the vicinity of the Premises. The Selected Developer will be responsible, at its cost, for connecting with existing utility lines. The Navy's intent is to provide most utility services, to include electric power, water, sewage disposal and treatment, to the EUL project Premises. Such services shall be metered and the Selected Developer will be responsible for paying the Navy for such services at rates to be established by the Navy Region Hawaii. The Navy does not guarantee the continued provision and/or sufficiency of any utility services provided.

The Navy does not provide natural gas service or communications service to the Premises. The Selected Developer shall be responsible for procuring such natural gas service, telephone, Internet service, cable/satellite television, and/or other communications services as it may require directly from the service providers. Any associated costs for such services are the financial responsibility of the Selected Developer.

Refuse removal and recycling collection are available to the leased Premises by private or municipal sources. Any associated costs for such services are the financial responsibility of the Selected Developer.

The Navy's intent is to provide first responder (fire protection) services to the EUL project Premises. The Selected Developer will be responsible for paying the Navy for such services at rates to be established by the Navy Region Hawaii.

3.6 PROPERTY MAINTENANCE/MANAGEMENT

The Selected Developer will have responsibility for all property maintenance and management items throughout the life of the project. The Business Plan shall establish provisions for management of operations on the property, including property management, facilities maintenance, capital repair and replacement, environmental management, historic preservation, community relations, and any commercial activities. The Business Plan shall describe the approach to day-to-day operations and long-term stewardship of the property, and shall demonstrate the means for ensuring compliance with all applicable laws, regulations, codes, standards, and criteria.

3.7 ENVIRONMENTAL CONSIDERATIONS

Prior to the execution of a lease, the Selected Developer shall fund and prepare, in cooperation with the Navy, an Environmental Assessment (EA) or other appropriate environmental documentation for its proposed project. The EA or other appropriate environmental documentation must comply with all applicable requirements under the National Environmental Policy Act (NEPA), including without limitation, relevant DoD and Navy policies. During project planning the Selected Developer or its consultant shall work with the Navy (NAVFAC HI EV2) to generate the project scope/schedule for the EA, and identify submittal and review requirements. The Navy will provide technical review and will have final approval regarding the

adequacy of the prepared NEPA documentation. The Selected Contractor is responsible for preparing the EA and all supporting documents needed to obtain Navy approval. Any proposed use shall limit and mitigate any adverse environmental impact to the greatest extent practical. The Selected Developer must demonstrate a full understanding of the potential environmental consequences associated with its proposal, take into account the time and cost implications of applicable environmental compliance activities, and be willing to fund any necessary studies and reviews beyond those already funded by the Navy as may be required to ensure adequate review of environmental implications. Should the EA or other appropriate environmental documentation result in a finding of significant impact, additional study and effort by the Selected Developer, at its cost, would be required before a Navy decision was possible to proceed with execution of a Facility Lease or not to proceed with execution of a Facility Lease. The Selected Developer must also demonstrate a full understanding of the abatement, removal, disposal and remediation of hazardous materials known to be present at the EUL Premises, including adherence to applicable Federal standards for such removal and disposal work. The Selected Developer shall also be responsible, at its cost, for obtaining its own clean-air permits, hazardous waste license, and similar State and local permits which may be applicable to the proposed private development of the EUL Premises. The Selected Developer will also be subject to any regulatory compliance inspections and responsible for responding to and liable for paying for any Notice of Violations (NOVs) citations and penalties issues by Federal, State or local governmental regulators arising from the Selected Developer's use or operation of the leased Premises.

3.8 CONSERVATION

Any proposed use shall incorporate pollution prevention, energy, and water conservation initiatives into all facilities and activities where practicable or as required by local or State regulations or guidelines. Such initiatives shall include provisions for: waste reduction and waste management; energy efficiency and energy conservation; waste resource conservation and management; and recycling and reuse.

3.9 TAXES

The Selected Developer shall be independently responsible for any and all Federal, State and local government taxes or assessments that may be levied against its leasehold interest or against its activities or operations on the property.

3.10 INSURANCE REQUIREMENTS

The Selected Developer shall ensure appropriate insurance is in place for the property. Appendix "H" provides additional information on insurance requirements.

3.11 APPROPRIATIONS

No appropriations have been provided for the design, construction, marketing, leasing, or operation of this project. The Government does not contemplate the expenditure of appropriated funds for such purposes.

SECTION 4.0 - PROPOSAL SUBMISSION INSTRUCTIONS

4.1 PROVISIONS

Offerors are required to comply with the following instructions while developing their proposal. Where instructions, conflicts, and no order of precedence are specified, the most stringent requirement applies. A reference to, or direction to comply with, a particular Section shall include, as appropriate, all subsections thereunder. Oral explanations or instructions given before the signing of the Lease will not be binding. Any written information concerning the proposal given to any prospective Offeror will be furnished promptly to all other prospective Offerors. If the information is necessary in submitting proposals or if the lack of it would be prejudicial to any other prospective Offeror, the information shall be furnished as an amendment to this RFQ. By submitting a proposal, the Offeror agrees to provide non-discrimination and Civil Rights assurances if applicable.

Additional provisions the Offeror should note include:

- The information provided by the Offeror may be used by the Navy to conduct a comprehensive background and credit check.
- The Offeror will provide the facilities and services to the Navy as agreed upon in the Business Plan.
- The Offeror may joint venture with another party. A joint venture (team arrangement) shall meet the following requirements:
 - ◆ All proposals submitted by joint ventures must include an original of the executed joint venture agreement.
 - ◆ Parties to the joint venture must sign the proposed lease or leases, as agreed to in the Business Plan. In the case of corporations that are joint venture entities, the corporation secretary must certify that the corporation is authorized to participate in the joint venture, prior to lease award. The joint venture must also provide a certificate, which identifies a single point of contact, i.e., a principal representative (by name) of the joint venture for purposes of resolution of lease matters and payment issues.
- Alvarez & Marsal Real Estate Advisory Services LLC (“A&M REAS”) is serving as an advisor to the Navy on this project (and has recused itself from the competition). Each Offeror must certify they are not using nor have they used A&M REAS, Pace Global Energy Services, or any of its current subcontractors or affiliates, or any other contractor for or advisor to the Navy on this project (hereinafter collectively referred to as a “Prohibited Participant”) to assist in the preparation of any proposal related to this project. A “no-conflict-of-interest” certification to be executed by the Offeror and returned with its proposal is included as Appendix “I”.

4.2 AMENDMENTS TO THE RFQ

This RFQ may be amended by a formal amendment document, letter, or facsimile. If this RFQ is amended, then all terms and conditions, which are not modified, remain unchanged.

Acknowledgement shall be made by signing the amendment(s) and including the signed amendment(s) in the submitted Proposal.

4.3 ORAL PRESENTATIONS

If any oral presentation is required, it shall be limited to 60 minutes. During the oral presentation, Potential Developers should be prepared to provide information concerning any aspect of the written proposal submitted. At the conclusion of the oral presentation, Potential Developers should plan on approximately 30 additional minutes to respond to questions. Potential Developers should be prepared to provide a pictorial representation of the project concept through the use of renderings, sketches, photomontages, or other types of graphic media. The visual media will be used for illustrative purposes only and is not expected to be an exact or detailed representation of the project concept. The Potential Developers will be responsible for providing all required equipment. The Potential Developers should bring ten (10) complete hard copy sets and one electronic file media (CD or DVD) of all overheads and any other handouts to the oral presentation. As applicable, the time and date for presentation will be scheduled individually with the Potential Developers after the written proposals have been submitted and evaluated.

4.4 PROPOSAL CONTENTS AND FORMAT

Appendix “J” to this RFQ identifies the information Potential Developers shall provide as part of their Phase I proposal and the formatting requirements.

4.5 SUBMISSION OF PROPOSALS

Proposals are due at 3:00 PM Hawaii Standard Time on the date and at the address specified below. The words “**Request For Qualifications No. N62742-12-RP-00009**” must appear clearly and legibly on the proposal package. In addition, the sealed package should be labeled with the Potential Developer’s name, address, contact person, and time specified for the receipt.

Proposals must be received No Later Than:

Time: 3:00 p.m. (Hawaii Standard Time)

Date: November 15, 2012

Ten (10) copies and one signed original of the Proposal, plus one electronic copy, shall be submitted in sealed packages addressed to:

Naval Facilities Engineering Command, Pacific
ATTN: Claude Jones
Real Estate Contracting Officer
Asset Management
258 Makalapa Dr, Suite 100
Joint Base Pearl Harbor-Hickam, Hawaii, 96860

Electronic, telegraphic, or facsimile offers and modifications will not be considered without express prior written authorization of the Real Estate Contracting Officer.

Any submission received after the time and date specified above will be rejected and returned to the sender unopened.

SECTION 5.0 - SOURCE SELECTION

5.1 EVALUATION FACTORS

The evaluation factors for Phase I are identified below. Factor 1, Offeror's Relevant Experience, Including Past and Present Performance, and Factor 2, Potential Developer's Financial Strength, are of the greatest importance and are approximately equal in importance. The remaining six (6) factors (Factors 3-8) are approximately equal in importance and are of lesser importance than Factors 1 and 2. Sub-Factors, when identified, are approximately equal in importance within that Factor. The Evaluation Factors and component Sub-Factors are as follows:

Factor No. 1 **Potential Developer's Relevant Experience, Including Past and Present Performance**

- (a) Relevant Project Experience
- (b) Past and Present Performance

Factor No. 2 **Potential Developer's Financial Strength**

Factor No. 3 **Demonstrated Maintenance and Management Capability**

Factor No. 4 **Marketing Plan**

Factor No. 5 **Potential Developer's Development Plan**

- (a) Understanding of Anticipated Design and Construction Elements
- (b) Experience and Performance with Historic Preservation Issues
- (c) Experience and Performance with Hazmat Removal, Disposal and Remediation

Factor No. 6 **Capability/Qualifications for Development of Business and Leasing Plan**

- (a) Staffing Plan
- (b) Qualifications of Key Personnel

Factor No. 7 **Achievement of Navy Goals, Concepts and Objectives**

Factor No. 8 **Ability to Effectively Manage Community Relations**

5.2 FOCUS OF INDIVIDUAL EVALUATION FACTORS

RELEVANT EXPERIENCE, INCLUDING PAST AND PRESENT PERFORMANCE: This factor considers the extent of the Potential Developer's corporate and key personnel experience in successfully developing major

construction projects especially in the design, construction, operations, and maintenance of the EUL facility. The Navy's evaluation may consider information about other projects performed by the Potential Developer and identified through any and all means (relevant and recent), including but not limited to customer surveys and comments from Government agencies.

FINANCIAL STRENGTH: This factor considers the extent of the Potential Developer's experience in dealing with the financing of large, complex projects, especially under a leasing arrangement as well as the Potential Developer's strategy to secure financing.

MAINTENANCE AND MANAGEMENT CAPABILITY: This factor considers the Potential Developer's capability to understand and address the project's maintenance and management responsibilities including maintenance, repair, operations, and management experience. This feature is critical to the development's long-term viability.

MARKETING PLAN: A project of this scope will require significant marketing to potential users. Potential Developers should recognize that the project is solely a commercial venture and not dependent on the provision of services to any Navy/JBPHH identified users. This factor will be used to evaluate and demonstrate (1) that the Potential Developer has an understanding of the type of uses for the Premises which are consistent with Navy goals and objectives; and (2) that the Potential Developer's has a feasible plan to identify an experienced and capable end-user for the Premises.

DEVELOPMENT PLAN: This factor will be used to evaluate and demonstrate that the Potential Developer has a clear understanding of the anticipated design and construction elements of the project; including the removal, remediation and mitigation of hazardous materials known to present in significant quantities in the Premises and coordination with cognizant State and Federal regulators regarding historic preservation aspects of the project (if applicable). This factor also will be used to evaluate and demonstrate that the Potential Developer has a strategy to mitigate any risks to the performance of its proposed Development Plan.

CAPABILITY/QUALIFICATIONS TO DEVELOP BUSINESS AND LEASING PLAN: This factor considers the extent of the Potential Developer's corporate and key personnel capability and qualifications to develop the Business and Leasing Plan and the extent to which the Potential Developer is planning to commit key staff and other resources to the project and to development of the Plan, and the extent to which its key personnel have worked together as a team on projects of the same or greater, financial magnitude and on projects of the same nature.

ACHIEVEMENT OF NAVY GOALS, CONCEPTS AND OBJECTIVES: This factor considers the extent to which the Potential Developer's approach indicates the understanding of the Navy's goals, concepts and objectives, as described in Sections 1.5 and 3.1 of this RFQ, and a realistic approach to accomplishing them.

ABILITY TO EFFECTIVELY MANAGE COMMUNITY RELATIONS: This factor considers the extent of the Offeror's experience in dealing with community relations in successfully completing major developments.

5.3 PHASE II

The Selected Developer invited to participate in the Phase II period of exclusive negotiations will be required to submit a written technical and financial proposal which reflects the availability and amount of funding and project requirements, objectives, and priorities. The proposal shall fully describe the physical characteristics and design of the proposed development; the financing plan proposed to implement the development; the plan proposed to operate, manage and maintain the development over the term of up to 50 years; the schedule proposed for achieving key milestones in the development process, and the financial compensation to be provided to the Navy. The Selected Developer's Phase II proposal shall propose the specific length of the business arrangement and the Facility Lease.

The Selected Developer shall submit for Navy review a draft Business and Leasing Plan (the Business Plan) covering the leasing and development of the Premises. The Business Plan shall include both a detailed design plan for the proposed project and a price proposal detailing the specific cash and/or in-kind consideration to be paid to the Navy. Such consideration shall be not less than the appraised fair market value of the Selected Developer's leasehold interests in the Premises.

The Navy and Selected Developer will work together to develop a final Business Plan for approval by Navy Headquarters. The Selected Developer will be expected to thoroughly, creatively, and professionally identify issues, analyze solutions, and determine entrepreneurial processes to ensure successful implementation of the Business Plan. The Selected Developer will be expected to provide a Local Site Manager to serve as the Selected Developer's primary point of contact during the development phase. The Local Site Manager shall be empowered to take all actions, including but not limited to corrective action, as necessary to effectively monitor Premises development.

Upon final approval of the Business Plan by the Navy, a real estate lease (the Facility Lease), with associated agreements and instruments as necessary, will be negotiated by the Navy and the Selected Developer to implement the Business Plan. The Facility Lease shall include relevant characteristics of the development, define all terms and conditions, schedules, and financial arrangements between the parties, and shall include the FAR Provisions and Mandatory Clauses Required by Federal Law (see Appendix "K" hereto).

Phase II negotiations may result in terms and conditions which differ from the terms and conditions originally submitted. This does not mean that a new offer has been submitted as the basic framework of the original offer shall remain the same.

The decision to implement the Business Plan will be made solely by the Navy at its discretion. In the event the Navy and the Selected Developer cannot agree on a Business and Leasing Plan, implementing Facility Lease or other required documents, or if the Business Plan is not accepted

by Navy Headquarters, the Navy, at its sole option, may terminate negotiations with the Selected Developer and direct the Selected Developer to cease all work on the project.

If the Selected Developer's participation in the project is terminated, the Navy shall not be responsible for the payment of any fees or have any liability to the Selected Developer for the Business Plan or work product generated in developing the Business Plan. Additionally, the Navy shall have the right, at no cost to itself, to make full use of the Business Plan and to proceed to negotiate and work with a replacement developer.

SECTION 6.0 - EVALUATION OF PROPOSALS

6.1 SOURCE SELECTION

It is the intent of the Navy that after a thorough review and evaluation of all compliant proposals received, a single developer will be selected for the exclusive negotiation of a Business and Leasing Plan. The developer to be selected for the period of exclusive negotiations will be that developer whose proposal provides the best overall value to the Navy and is determined to be most advantageous to the Navy; provided, however, that the Navy may at its option, and without any liability, choose to reject any and all proposals without a requirement for justification. Selection of a developer for negotiation of a Business and Leasing Plan will be based on an objective best overall value determination considering only the information submitted in response to the RFQ. The developer selected for Phase II must be determined to be financially capable and otherwise responsible within the meaning of FAR 9.104-1.

6.2 EVALUATION PROCESS

A Navy evaluation team comprised of civilian employees of the Navy and uniformed military personnel will evaluate each proposal. The team will determine the overall value of the proposal to the Navy and the potential for meeting the goals of the leasing arrangement, in accordance with the evaluation factors previously stated. Therefore, the proposal should contain all information that the developer deems is needed by the Navy to make a selection. Proposals will be evaluated on their own merit, independently and objectively. While the Navy does not intend to meet with developers regarding revisions to their proposals prior to any oral presentations, the Navy may contact developers to clarify certain aspects of their proposal or to correct clerical errors.

The information submitted in the Potential Developer's written proposal will be reviewed by the evaluation team prior to any oral presentation. This will allow the team members time to become familiar with the Potential Developer's experience, project approach and financial elements, and to generate questions that may be posed in anticipation of any oral presentation. The Navy reserves the right to form a basis for determining a competitive range before or after any oral presentations. After the final evaluation of the proposals the Navy will select the Potential Developer whose proposal is determined to offer the best overall value to the Navy and to be most advantageous to the Navy.

Selection will be based on an integrated assessment of the evaluation factors and evaluation ratings set forth in Sections 5.0 and 7.0, respectively, of this RFQ. Upon selection of a Potential Developer, the Navy and the Selected Developer/Developers will commence work, as outlined in this RFQ, on the Business Plan with the intent to enter into a leasing arrangement.

6.3 INELIGIBILITY: The following persons (including entities) are ineligible to be a Potential Developer or a team member of a Potential Developer or otherwise participate in the Project (including as a contractor, subcontractor, or professional):

- (a) Any person that has been debarred or suspended from doing business with the Navy.
- (b) Any person that is listed on the most current “Excluded Parties List System” published by the U.S. General Services Administration at <http://epls.arnet.gov/> , as updated from time to time
- (c) Any person who poses a security or safety risk, as determined by the Secretary of State, including but not limited to any person who either represents a country, or is a member of or provides political, financial, or military support of a group, that is listed in the most current “Patterns of Global Terrorism” report, issued by the Secretary of State, in compliance with 22 U.S.C 2656f(a), available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C.20402 and also available at <http://www.state.gov/www/global/terrorism/annualreports.html>
- (d) Any person who is subject to a criminal indictment or information for a felony in any U.S. court. Navy reserves the right to require any participant in the Project to confirm that they are not ineligible under the foregoing criteria.

SECTION 7.0 - EVALUATION RATINGS AND RISK ASSESSMENTS

7.1 EVALUATION RATINGS

Each evaluation factor will be assigned one of the ratings defined below. After each technical factor is rated, each technical proposal will receive an overall rating, also in accordance with the ratings defined below.

EXCEPTIONAL (E): (Proposal/factor) demonstrates a thorough and detailed understanding of requirements. Technical approach and capabilities significantly exceed minimum performance and capability standards in a way beneficial to the Government. Proposal/factor offers one or more strengths. Strengths significantly outweigh weaknesses, if any.

VERY GOOD (VG): (Proposal/factor) demonstrates a good understanding of requirements. Technical approach and capabilities exceed minimum performance and capability standards in a manner that demonstrates added value above a satisfactory

response. Proposal/factor offers one or more strengths. Strengths outweigh weaknesses, if any.

SATISFACTORY (S): (Proposal/factor) demonstrates an acceptable understanding of requirements. Technical approach and capabilities meet minimum performance and capability standards. Proposal/factor offers no strengths, or, if there are any strengths, these strengths are offset by weaknesses.

MARGINAL (M): (Proposal/factor) demonstrates a limited understanding of requirements. Technical approach and capabilities are questionable as to whether or not they meet minimum performance and capability standards necessary for acceptable contract performance. Proposal/factor contains weaknesses and offers no strengths, or, if there are any strengths, these strengths are outweighed by weaknesses. Proposal/factor might be made satisfactory with additional information and without a major revision of the proposal.

UNSATISFACTORY (U): (Proposal/factor) demonstrates a lack of understanding of requirements. Technical approach and capabilities do not meet minimum performance and capability standards necessary for acceptable contract performance. Proposal/factor contains major errors, omissions, significant weaknesses and/or deficiencies. Proposal/factor could only be made satisfactory with a major revision of the proposal.

7.2 RISK ASSESSMENTS

For each Evaluation Factor proposal risk and performance risk will also be evaluated. The “proposal risk” assessment shall identify and assess the risks associated with a Potential Developer’s proposal as it relates to meeting the RFQ requirement. The “performance risk” assessment shall assess the Potential Developer’s qualifications, experience and present and past work record to determine confidence in the Potential Developer’s ability to successfully perform its proposal.

The following definitions shall be used when assessing “Proposal Risk”:

LOW RISK (L): Any weaknesses identified by the evaluators have little potential to cause disruption to the planning and implementation phases. Normal contractor/government effort and monitoring will probably minimize any difficulties.

MODERATE RISK (M): There are weaknesses identified by the evaluators that can potentially cause disruption to the planning and implementation phases. Special contractor/government effort and close monitoring will probably minimize any difficulties.

HIGH RISK (H): These are weaknesses identified by the evaluators that have the potential to cause significant disruption to the planning and implementation phases even with special contractor/government effort and close monitoring.

The following definitions shall be used when assessing “Performance Risk”:

LOW RISK (L): Little doubt exists, based on the Potential Developer’s performance record, that the Potential Developer can perform the proposed effort.

MODERATE RISK (M): Some doubt exists, based on the Potential Developer’s performance record, that the Potential Developer can perform the proposed effort.

HIGH RISK (H): Significant doubt exists, based on the Potential Developer’s performance record, that the Potential Developer can perform the proposed effort.

SECTION 8.0 - SPECIAL CONDITIONS AND LIMITATIONS

8.1 ACQUISITION REQUIREMENTS

This RFQ and any subsequent lease are not governed by the Federal Acquisition Regulations (“FAR”). However, certain FAR provisions have been incorporated into this RFQ for administrative convenience and/or to comply with Federal law. Appendix “K” identifies such FAR provisions.

8.2 MANDATORY CLAUSES

Potential Developers shall consider the Mandatory Clauses Required by Federal Law (identified in Appendix “K”) during preparation of their proposal. These clauses shall become part of the Facility Lease and shall flow through to sub-lease agreements, as applicable.

8.3 NO OBLIGATION

While the Navy intends to enter into a lease with a Potential Developer selected through the process set forth in this RFQ, the Navy is under no obligation to do so. The Navy reserves the right to cancel this RFQ at any time, or to reject any and all submissions prepared in response to this RFQ.

8.4 HOLD HARMLESS

By participating in the RFQ process, Potential Developers agree to hold the United States of America its officers, employees, and advisors harmless from all claims, liabilities, and costs related to all aspects of this RFQ. Under no circumstances shall the United States of America be liable for any “bid and proposal” costs, real estate brokerage commissions, finder’s fees, or other forms of compensation related in any way to activities undertaken by any person as a result of the submission of the RFQ proposal.

8.5 WAIVER

The Navy reserves the right to waive informalities and minor irregularities in offers received if it is determined that it is in the best interest of the Government to do so.

8.6 NAVY-FURNISHED INFORMATION

The Navy does not warrant the accuracy of any site-related information provided. Site-related information furnished by the Navy and/or its representatives in support of this RFQ shall be considered as informational only. Such information may include historical utilities usage quantities, locations and capacities of existing utility systems, technical reports and studies, building conditions reports, or other technical information intended to support the Potential Developers' development applications. Potential Developers are expected to verify all site related information provided by the Navy to avoid unforeseen costs.

8.7 DAVIS-BACON WAGE REQUIREMENTS

Depending on the in-kind services that might be provided to the Navy, Davis-Bacon wage requirements may apply. Davis-Bacon prevailing wage requirements usually apply to public buildings and public works.

8.8 INSPECTION OF PREMISES

Premises inspections will be held for the Potential Developers as part of the Industry Forum.

SECTION 9.0 - POINT OF CONTACT FOR INFORMATION AND CLARIFICATIONS

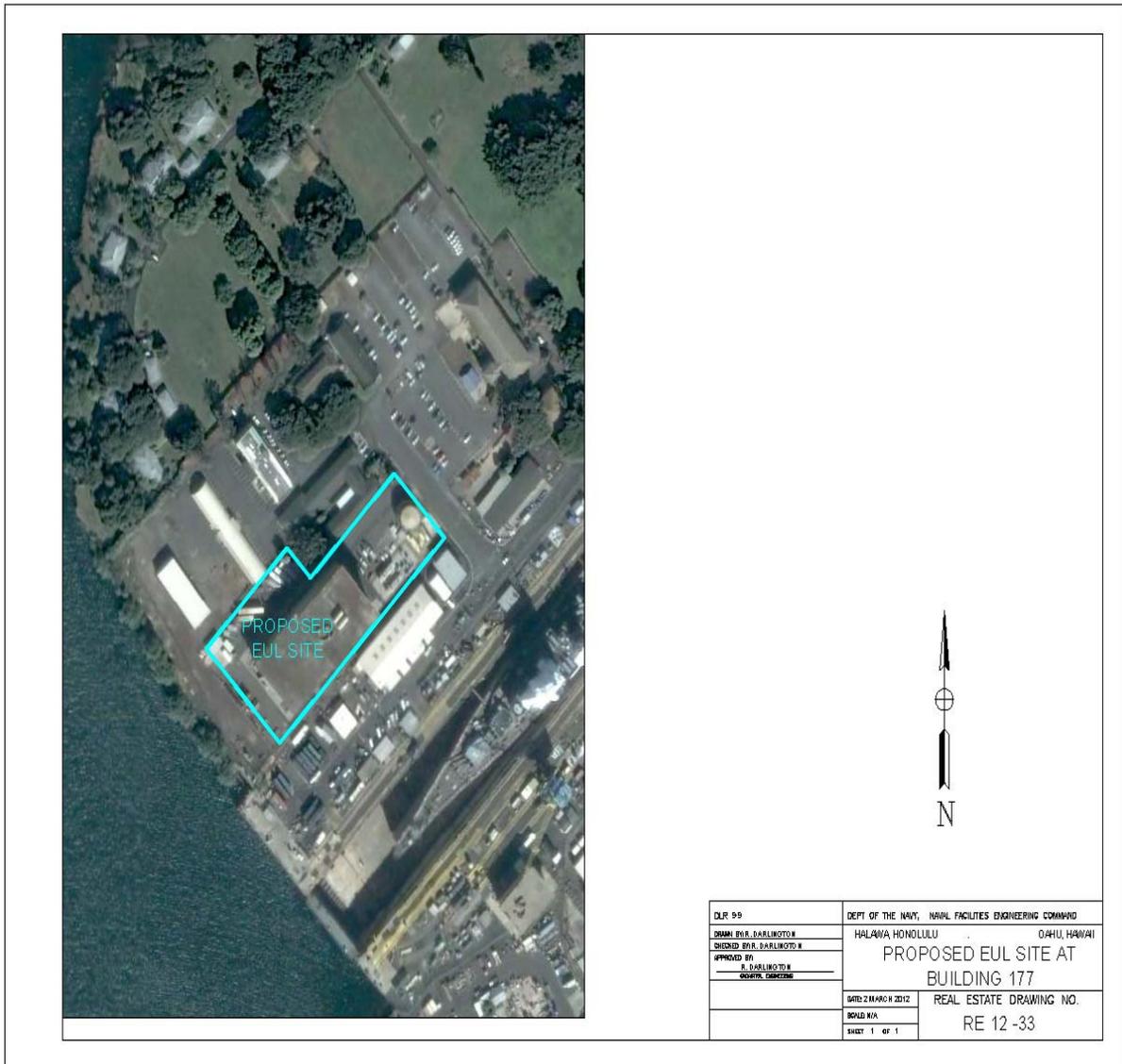
All questions, clarifications and general information must be received by 3:00 p.m. (Hawaii Standard Time) on Oct 15, 2012 and shall be in writing to:

Office	Name	Address	Phone, Fax & E-mail
Naval Facilities Engineering Command, Pacific	Claude Jones, Real Estate Contracting Officer, Asset Management	258 Makalapa Dr, Suite 100 JBPPH, HI, 96860	Phone: 808-473-0526 Fax: 808-473-0602 E-mail: claud.e.jones@navy.mil

Any questions, clarifications and general information received after the time and date specified above will be rejected and not answered by the Government.

**APPENDIX B
 REQUEST FOR QUALIFICATIONS N62742-12-RP-0009
 ENHANCED USE LEASE AT JOINT BASE PEARL HARBOR-HICKAM, PEARL
 HARBOR, HAWAII**

DESCRIPTION OF EUL PREMISES



DLR 99	DEPT OF THE NAVY, NAVAL FACILITIES ENGINEERING COMMAND	
DRAWN BY: DARLINGTON	HALAWA, HONOLULU	OAHU, HAWAII
CHECKED BY: DARLINGTON	PROPOSED EUL SITE AT	
APPROVED BY:	BUILDING 177	
ENGINEER		
	DATE: 21 MARCH 2012	REAL ESTATE DRAWING NO.
	SCALE: N/A	RE 12 -33
	SHEET 1 of 1	

APPENDIX C
REQUEST FOR QUALIFICATIONS N62742-12-RP-0009
ENHANCED USE LEASE AT JOINT BASE PEARL HARBOR-HICKAM, PEARL
HARBOR, HAWAII

DESCRIPTION OF PRINCIPAL IMPROVEMENTS

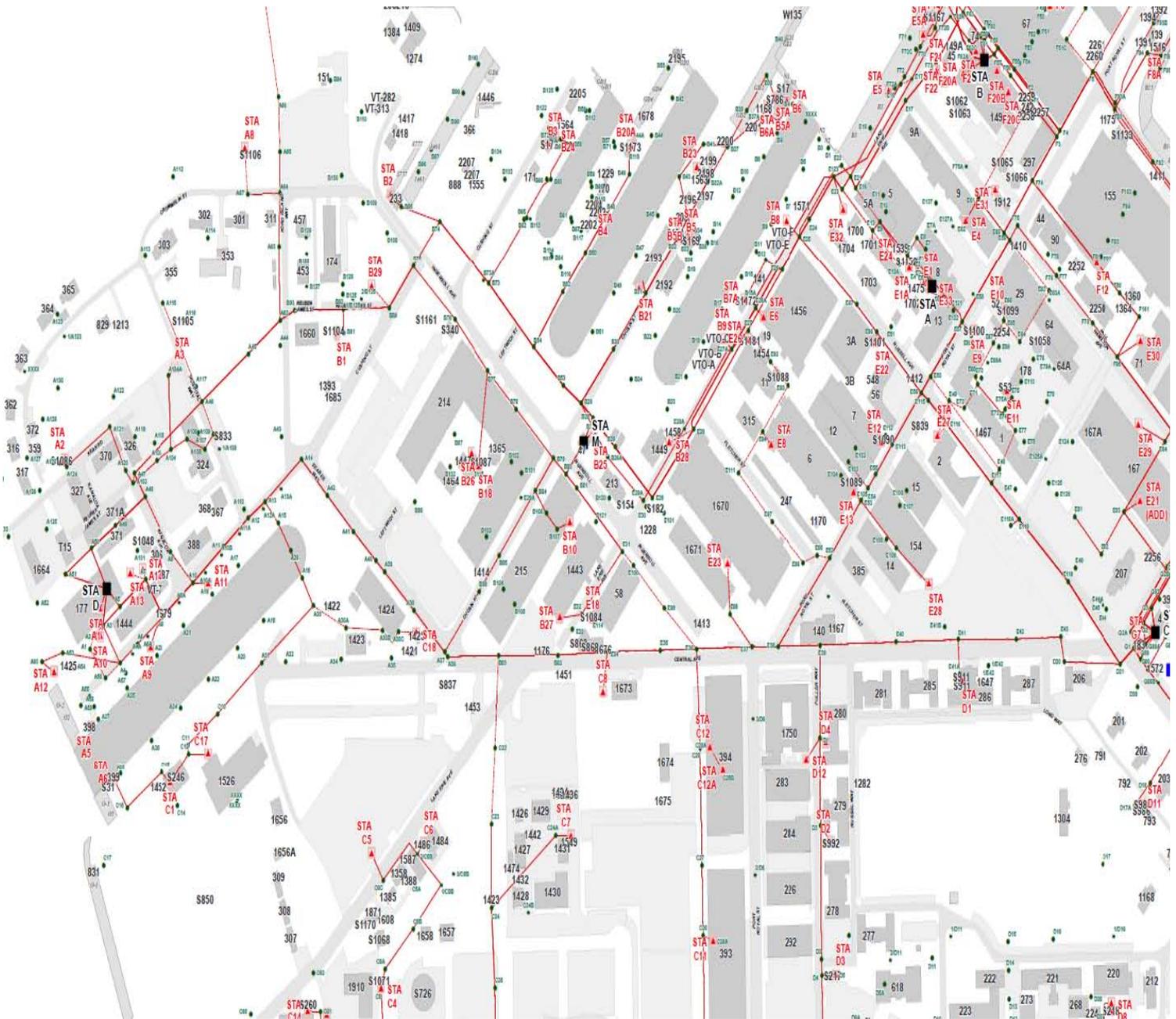
Facility Name	Bldg No	Utilization	Facility Use	Area	Capital Improvements		
					Cost Effective	Delta Cost	Government Cost
Power Plant No 3/Shipyard	177	Misc Utility Building	Air/Salt Water Steam Plant	68,284 SF			
		Utility System Storage	Potable Water Mech Utility System	8,510 SF	6/26/1989	\$75,195.00	\$671,383.00
					12/1/1988	\$23,525.00	\$694,908.00
					8/23/1990	\$103,327.00	\$774,710.00
					8/30/1990	\$24,000.00	\$798,710.00
					11/15/1991	\$27,136.00	\$825,846.00
DISTILLED WTR STOR TANK	S1048	Storage Tanks-Non Potable Water	Non-Potable Water Storage	258,500 GA	None		

**APPENDIX D
REQUEST FOR QUALIFICATIONS N62742-12-RP-0009
ENHANCED USE LEASE AT JOINT BASE PEARL HARBOR-HICKAM, PEARL
HARBOR, HAWAII**

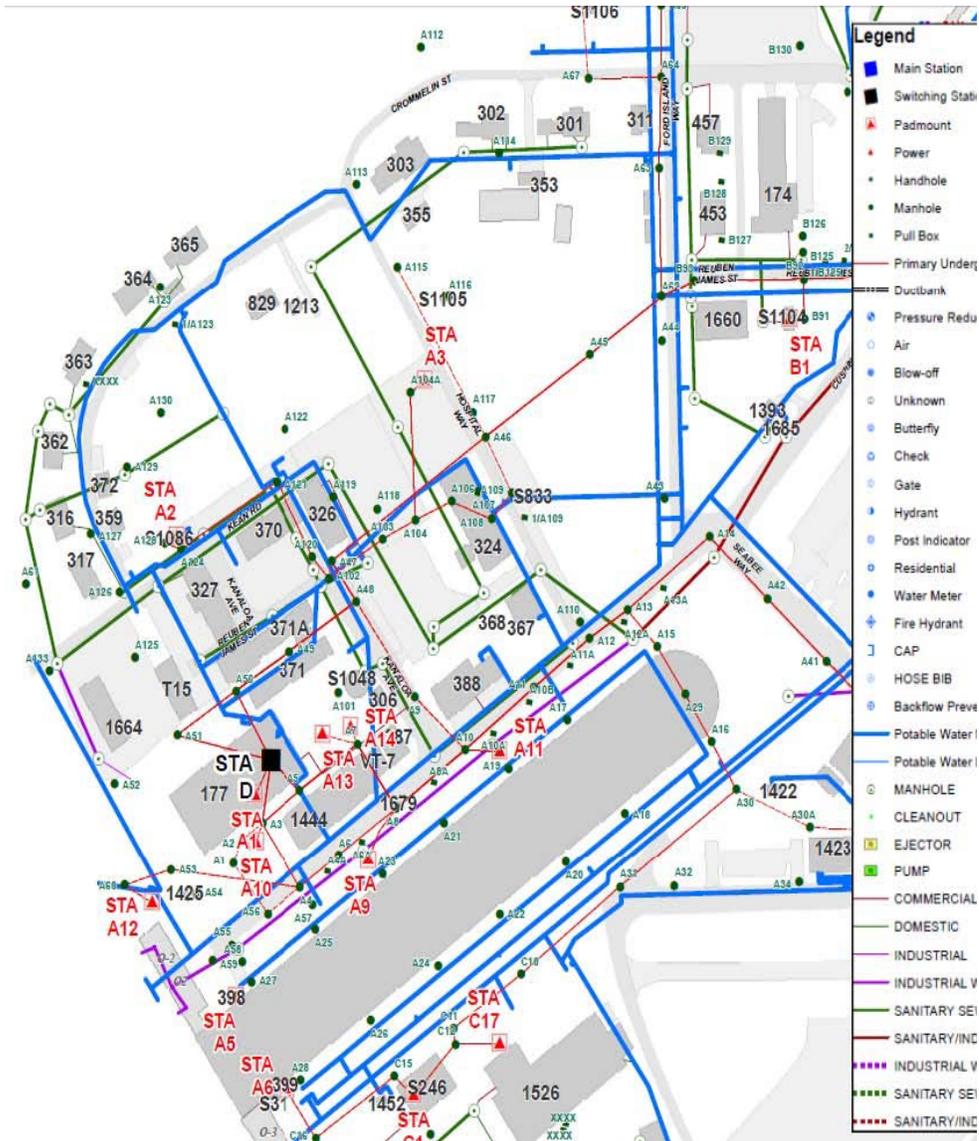
UTILITIES DIAGRAM

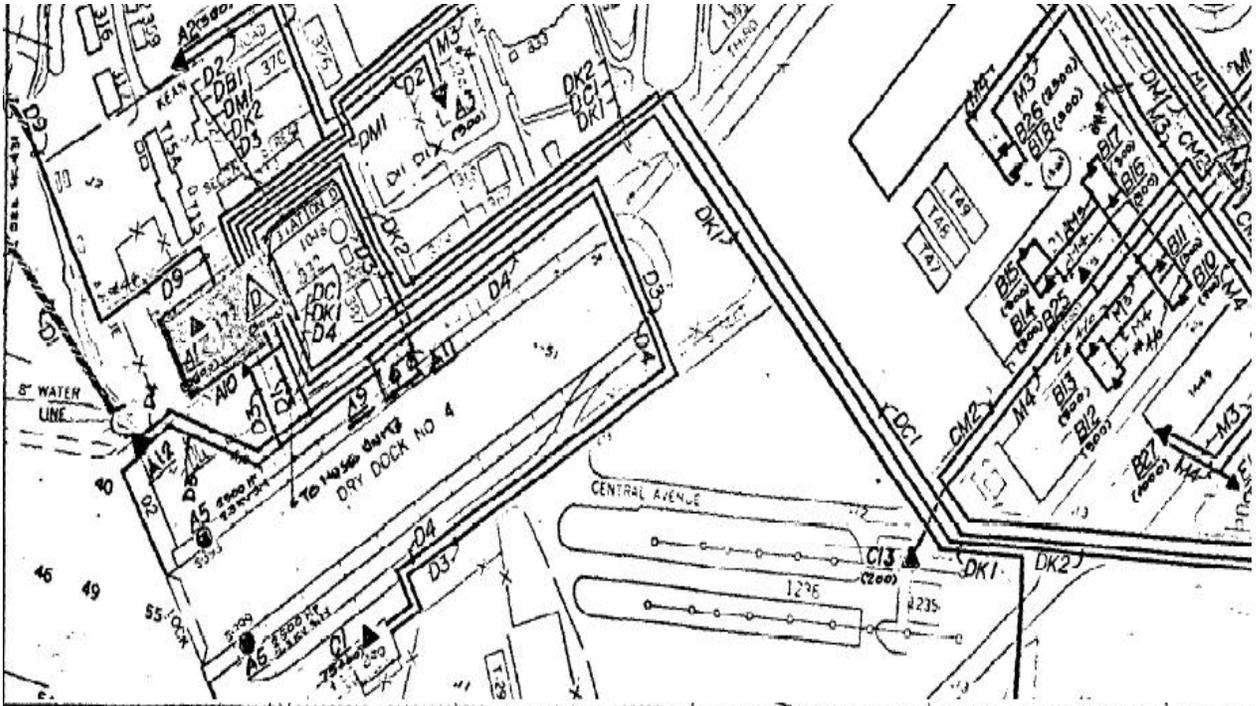
Below is a diagram illustrating utilities available at or near the Premises.

Electric:



Water and Wastewater:





LEGEND & NOTES

- ▲ RES INCOMING SWITCHING STATION
- HECO SUBSTATION
- △ 11.5 KV SWITCHING STATION
- ▲ 11.5 KV TRANSFORMER STATION
- SUPER-SHORE POWER FACILITY
- ▲ 11.5 KV DRY DOCK PUMP WELLS
- 2.4 KV TRANSFORMER STATION
- 2.4 KV DRY DOCK PUMP WELLS

1. UNLESS OTHERWISE NOTED, ALL PRIMARY INSULATED CONDUCTORS ARE AWG, 500 MCM, 15KV, ELECTRIC POWER CABLES IN UNDERGROUND RACEWAYS.
2. FOR ELECTRIC MANHOLES AND CABLE ROUTES, SEE ELECTRICAL DISTRIBUTION DATA BOOK - VOLUME 1. FOR ELECTRICAL FEEDER DATA, SEE ELECTRICAL MANHOLES AND SUBSTATION SCHEMATIC BOOKS.
3. AS PART OF THE PUULOA NETWORK, SWITCHING STATION L AND 11.5KV FEEDERS J8 AND J9 EMANATING FROM SWITCHING STATION J ARE SHOWN ON NAVFAC DRAWING: 746353

**APPENDIX E
REQUEST FOR QUALIFICATIONS N62742-12-RP-0009
ENHANCED USE LEASE AT JOINT BASE PEARL HARBOR-HICKAM, PEARL
HARBOR, HAWAII**

ENVIRONMENTAL CONDITION OF PROPERTY (ECP) REPORT

The ECP Report is available to prospective Selected Developers at the Navy's EUL website:
www.navyeul.com/projects/documents.

APPENDIX F
REQUEST FOR QUALIFICATIONS N62742-12-RP-0009
ENHANCED USE LEASE AT JOINT BASE PEARL HARBOR-HICKAM, PEARL
HARBOR, HAWAII

PROHIBITED USES AND ACTIVITIES

The following uses for the Premises are prohibited:

- a. Automobile or automobile-related sale or service establishments
- b. Betting or gambling of any sort
- c. Adult bookstores or mini- motion picture providers
- d. Adult motion picture/video rental providers
- e. Sale or consumption of alcoholic beverages
- f. Massage parlors or adult-oriented live entertainment businesses
- g. Mini-storage rental establishments
- h. Concrete, gravel, or fertilizer production/storage/distribution
- i. Heavy equipment storage/rental
- j. Food processing plants, grain elevators, or commercial fishing businesses
- k. Drive- in movie theaters
- l. Bulk petroleum storage and distribution
- m. Carnival-type rides
- n. Hazardous/medical waste treatment/disposal
- o. Hazardous/radioactive/flammable/rubber tire/high rack storage
- p. Activities generating excessive noise, dust, offensive odors and/or glare.
- q. Activities that of which, are not compatible with Government operations from a national security perspective.

This list of Prohibited Uses is subject to revision if and as necessary to fully reflect the requirements of the Joint Base Pearl Harbor-Hickam and the U.S. Navy.

APPENDIX G
REQUEST FOR QUALIFICATIONS N62742-12-RP-0009
ENHANCED USE LEASE AT JOINT BASE PEARL HARBOR-HICKAM, PEARL
HARBOR, HAWAII

IN-KIND CONSIDERATION

Title 10 U.S.C 2667 allows for the following to be accepted as in-kind consideration:

- a. Maintenance, protection, alteration, repair, improvement, or restoration (including environmental restoration) of property or facilities under the control of the Secretary concerned.
- b. Construction of new facilities for the Secretary concerned.
- c. Provision of facilities for use by the Secretary concerned.
- d. Provision or payment of utility services for the Secretary concerned.
- e. Provision of real property maintenance services for the Secretary concerned.
- f. Provision of such other services relating to activities that will occur on the leased property as the Secretary concerned considers appropriate.

The In-Kind Consideration specific to this Enhanced Use Lease will be negotiated once a developer is selected.

APPENDIX H
REQUEST FOR QUALIFICATIONS N62742-12-RP-00009
ENHANCED USE LEASE AT JOINT BASE PEARL HARBOR-HICKAM, PEARL
HARBOR, HAWAII

INSURANCE REQUIREMENTS

- 1.1.** The Lessee shall, in any event and without prejudice to any other rights of the Government, bear all risk of loss or damage or destruction to the Leased Premises, including any buildings, improvements, fixtures, or other property on them, arising from any causes whatsoever, with or without fault by the Government.

- 1.2.** During the entire period this Lease shall be in effect, the Lessee, at no expense to the Government, must carry and continuously maintain the following insurance coverages:
 - 1.2.1.** Property insurance coverage against loss or damage by perils covered by Insurance Services Office (“ISO”) special cause-of-loss form or its equivalent in an amount not less than One Hundred Percent (100%) of the full replacement cost of the buildings, building improvements, improvements to the land, fixtures, and personal property on the Leased Premises. The policies of insurance carried in accordance with this Condition shall contain a “Replacement Cost Endorsement.” The full replacement cost shall be determined from time to time, upon the written request of the Government or the Lessee, but not more frequently than once in any twenty-four (24) consecutive calendar month period (except in the event of substantial changes or alterations to the Leased Premises undertaken by the Lessee as permitted under the provisions of this Lease).
 - 1.2.1.1.** If the Leased Premises are located in a state, or an area of a state, that is prone to suffer property loss and damage, in the sole judgment of the Government, from earthquake, flood, windstorm, or rainstorm, a special risks or perils endorsement from a commercial insurer or from a state or Federal program, in amounts and with limitations and retentions satisfactory to the Government.

 - 1.2.1.2.** Comprehensive general liability insurance using the most recent occurrence form or its equivalent, covering bodily injury, premises, operations, products, completed operations, and independent contractors, including coverage for the contractual liability assumed by the Lessee under this Lease, and shall afford immediate protection at the time of the Term Beginning Date, and at all times during the term of this Lease, with single limit coverage of \$2 million each occurrence and \$5 million aggregate.

1.2.1.3. If and to the extent required by law, workers' compensation and employer's liability or similar insurance in form and amounts required by law.

1.3. During the entire period this Lease shall be in effect, the Lessee shall either carry and maintain the insurance required below at no expense to the government, or require any contractor performing work on the Leased Premises to carry and maintain the following at no expense to the Government:

1.3.1. The property insurance coverage required under subparagraph 1.2.1 above, which shall include the general property form that provides coverage in connection with any construction or work permitted pursuant to this Lease;

1.3.2. Fire and any other applicable insurance provided for in this section that, if not then covered under the provisions of existing policies, shall be covered by special endorsement related to any Alterations (as defined in this Lease), including all materials and equipment incorporated in, on, or about the Leased Premises (including excavations, foundations, and footings) under an ISO special cause-of-loss, completed value, builder's risk form or its equivalent; and

1.3.3. Workers' compensation for the Lessee and any contractor of the Lessee.

1.4. All policies of insurance that this Lease requires the Lessee or any contractor to purchase and maintain, or cause to be purchased and maintained under this Insurance clause, must be underwritten by insurers authorized to do business, and to underwrite insurance, in the state where the Leased Premises are located, and that have a rating of at least B+ by the most recent edition of *Best's Key Rating Guide*. In all policies, the Government must be named as additional insured for its interest in, but not limited to, the Leased Premises and any personal property included with the Leased Premises (under ISO forms CG 2011 and CG 2028 or their equivalents). The Government shall appear in all policies as "The United States of America, c/o Commanding Officer, NAVFACPACIFIC."

1.4.1. All policies shall provide (a) that no cancellation, reduction in amount, or material change in coverage shall be effective until at least sixty (60) days after receipt by the Government of written notice; (b) that the insurer shall have no right of subrogation against the Government; and (c) shall be reasonably satisfactory to the Government in all other respects, including, without limitation, the amounts of coverages and retentions from time to time. In no circumstances will the Lessee be entitled to assign to any third party rights of action that the Lessee may have against the Government. Notwithstanding the foregoing, any cancellation of insurance coverage based on nonpayment of the premium shall be effective upon thirty (30) days' written notice to the Government. The Lessee understands and agrees that cancellation of any insurance coverage required to be carried and maintained

by the Lessee or contractor under this Insurance clause will constitute a failure to comply with the terms of the Lease, and the Government shall have the right to terminate the Lease upon receipt of any cancellation notice, but only if the Lessee fails to cure the noncompliance to the extent allowed under this Lease.

- 1.5.** The Lessee shall deliver, or cause to be delivered, upon execution of this Lease and prior to the occupancy of the Leased Premises or the commencement of any work on and thereafter not less than thirty (30) days prior to the expiration date of each policy furnished pursuant to this Insurance clause, to the Government a complete copy of the original policy or policies with all endorsements evidencing the insurance required by this Lease. **A CERTIFICATE OF INSURANCE AT THE COMMENCEMENT OF THIS LEASE WILL NOT BE ACCEPTABLE AS EVIDENCE OF ANY REQUIRED INSURANCE UNLESS OTHERWISE AGREED TO IN ADVANCE AND IN WRITING BY THE GOVERNMENT IN ITS SOLE DISCRETION.** However, the Government will accept a certificate of insurance with required coverages that is signed by the insurer or its authorized agent and received thirty (30) days prior to any renewal of the term of this Lease.

**APPENDIX I
REQUEST FOR QUALIFICATIONS N62742-12-RP-0009
ENHANCED USE LEASE AT JOINT BASE PEARL HARBOR-HICKAM, PEARL
HARBOR, HAWAII**

CONFLICT OF INTEREST CERTIFICATION

The Selected Developer hereby certifies that Alvarez & Marsal Real Estate Advisory Service and its subcontractor, PACE Global Energy Services did not assist in the development of this proposal for the Joint Base Pearl Harbor-Hickam EUL Project.

The Selected Developer further certifies that, as a condition of its offer, should the Selected Developer be selected by the Government for the period of exclusive negotiation of the Business and Leasing Plan, the Selected Developer will not contract with any Prohibited Participant, as defined in the Request For Qualifications, for work relating to this project for a period of two years after the date of this selection, nor at any time with Alvarez & Marsal Real Estate Advisory Service, or any of its current subcontractors, for work relating to this EUL project.

Name: _____

Company: _____

Date: _____

Signature: _____

This form should be signed by the person authorized to represent the significant parties comprising the project team and should be included in the Selected Developer's proposal.

**APPENDIX J
REQUEST FOR QUALIFICATIONS N62742-12-RP-0009
ENHANCED USE LEASE AT JOINT BASE PEARL HARBOR-HICKAM, PEARL
HARBOR, HAWAII**

INFORMATION TO BE SUBMITTED BY OFFERORS

FORMAT FOR OFFEROR SUBMISSIONS

The Offeror's proposal shall consist of a single original document and ten (10) copies with the sections below clearly labeled. All sections of the Proposal will be provided in a ten (10) font size or greater.

Submittal			
Section	Description of Factor	Number of Submittals	Page Limit¹ (8.5 x 11")
I	Executive Summary	One original, 10 copies and one electronic copy ²	5 pages
II	Relevant Experience/Past and Present Performance	One original, 10 copies and one electronic copy ²	10 pages
III	Financial Strength	One original, 10 copies and one electronic copy ²	10 pages
IV	Maintenance/Management Capacity	One original, 10 copies and one electronic copy ²	5 pages
V	Marketing Plan	One original, 10 copies and one electronic copy ²	5 pages
VI	Development Plan	One original, 10 copies and one electronic copy ²	10 pages
VII	Capability/Qualifications to Develop Business and Leasing Plan	One original, 10 copies and one electronic copy ²	5 pages
VIII	Achievement of Navy Goals. Objectives and Concepts.	One original, 10 copies and one electronic copy ²	5 pages
IX	Ability to Manage Community Relations.	One original, 10 copies and one electronic copy ²	5 pages
X	Signed Copies of Amendments to RFQ, if any	One original, 10 copies and one electronic copy ²	As necessary
	TOTAL		60 pages

NOTES:

1. Any pages exceeding the limits set above will be destroyed and not evaluated. Supporting data such as mandatory forms, resumes, financial statements, certifications, site plans, design drawings, photos, organizational charts, etc. do not count against the page limits indicated above.
2. All sections of the proposal should be submitted on the same disk/CD ROM EXCEPT Section VI, Development Plan, which may be submitted as a separate CD-ROM.
3. All sections of the Proposal will be provided in a ten (10) font size or greater.

PROPRIETARY INFORMATION: The Offeror shall mark all information that is proprietary and not releasable to the public as propriety.

REQUIRED SUBMISSION INFORMATION: The Offeror's submission must include the nine (9) sections identified below and include a description of the Offeror's approach to the evaluation factors. These factors comprise the minimum compliance with the Navy's goals and must be submitted in order for proposals to be considered complete. It is the desire of the Navy that Offerors attempt to exceed these minimum requirements where possible.

SECTION I: OFFEROR'S EXECUTIVE SUMMARY

The Executive Summary is intended to familiarize the Navy with the Offeror's organization, not to summarize the remaining sections of the proposal. The Offeror's Executive Summary will not be rated. The Executive Summary shall contain the following information:

- The name, address, telephone, e-mail, and fax numbers of each principal, partner, and/or co-venturer participating on the Offeror's team and full contact information for the representative authorized to act on behalf of the team who will serve as the main point-of-contact for all communications relating to the RFQ.
- Identification of any affiliation or other relationship between any of the members of the team responding to the RFQ and any development company, parent company, or subsidiary.
- A description of the Offeror's status (whether a corporation, a nonprofit or charitable institution, a partnership, a limited liability company, a business association, or a joint venture) indicating jurisdiction under whose law the Offeror is organized and operating, and a brief history of the Offeror's organization and its principals.
- Date and location of establishment and the date of incorporation under the present name.
- Explanation of types of services the Offeror provides and how they relate to the proposal.
- Whether the Offeror (or any team member) has ever been terminated for default, non-compliance, or non-performance on a contract or lease. The Offeror shall provide a detailed description; and whether it (or any team member), has been within the past five (5) years, in litigation, arbitration, or have had any judgments against the Offeror (or team member). If so, provide a detailed description.
- Has the Offeror ever maintained or currently maintain errors and omissions insurance and, if so, the amount of the coverage, deductible, and the carrier of the insurance.
- If your Offeror is a corporation, provide the following: (1) Articles of Incorporation and by-laws; (2) Names, addresses, dates of birth, and Social Security numbers of officers and participating principals; (3) Corporate resolution authorizing the proposed transaction; and (4) Summary of Corporate Activity.
- If the Offeror is a partnership/joint venture, the following: (1) partnership/joint venture agreement; (2) names, addresses, dates of birth, and Social Security numbers of the partners and (3) each principal member's appropriate history and background, assigned areas of responsibility, and any legally enforceable agreements or other mechanisms that will be relied on to ensure the Offeror's successful long-term operation.

- If the Offeror is a sole proprietorship, provide the Social Security number, date of birth, current address.

SECTION II: OFFEROR’S RELEVANT EXPERIENCE, PAST AND PRESENT PERFORMANCE:

Relevant Project Experience: Offerors shall provide the following information on projects which the Offeror (or a team member) acted as the prime developer. Identified projects must demonstrate an ability to perform a project of comparable magnitude and complexity to the requirement.

- A list of the major projects which the Offeror successfully completed or currently has in progress covering the past ten (10) years. In the case of joint ventures, any principal member’s projects over the last ten (10) years.
- For each project listed, the following information shall be provided:
 - The name, address, type, cost (design and construction), and size of the project;
 - The name and address of the owner of each project;
 - A minimum of one (1) and a maximum of three (3) photos of each project (each photo not exceeding 8-1/2” by 11” in size);
 - A description of how the project achieved an acceptable level of quality in the project planning, creation, design, and construction;
 - A description of project economics and finance including the following: (1) total development costs including hard and soft costs; (2) financing including debt and equity amounts and sources; (3) ownership structure including percentage of ownership by principal members; (4) economics of sharing arrangements between principal members or investors including identification of sources of return to the owners and investors;
 - A description of property management/maintenance services provided including scope of services and standards of performance;
 - The Offeror’s role and services provided for each project;
 - The name, address, telephone, e-mail address, and fax number of a point of contact at the client or other stakeholder for each project (This individual must be familiar with the project and the role of the Offeror played in the project and must be able to respond to Navy inquiries, and must also know that they will be contacted as a reference); and
 - Any other pertinent information to sufficiently describe each project.

Past and Present Performance:

- The Offer shall provide the name, address, telephone and fax numbers of at least four (4) clients or other stakeholders for whom the Offeror (or each team member) has successfully developed a project within the past ten (10) years.
- In addition to clients, the Offeror will be encouraged to provide the above information from other project stakeholders that the Offeror considers important for the Navy to understand the success of the Offeror’s projects. These references should be able to assess the degree of client (or other stakeholder) satisfaction. The Navy intends to contact the Offeror’s references who may be asked to discuss the Offeror with respect to the following:

- Quality of the working relationship with the client (facility tenant and/or owner)
- Professionalism and integrity with which the Offeror conducted business
- Responsiveness to the client's needs and expectations
- Level of communication
- Value added to the project as the result of cost savings, favorable financing, positive asset management, etc.
- Delivery of the project within budget and on schedule
- Quality control of the project design and construction
- Other relevant aspects of the management of a project development for a client
- The Offer shall be required to list all material instances of litigation or formal Alternative Dispute Resolution (ADR) processes (e.g. - binding arbitration) during the last ten (10) years and involving a claim in excess of \$50,000 to which each principal member has been a party relating to partnering and/or financial performance. For those matters involving a claim equal to or in excess of \$500,000, the Offeror shall be required to provide a detailed description of the litigation or ADR process.

SECTION III: OFFEROR'S FINANCIAL STRENGTH: This factor considers the extent of the Offeror's experience in dealing with the financing of large, complex projects, especially under a leasing arrangement as well as the Offeror's strategy to secure financing. The Offeror shall provide the following:

- Dun & Bradstreet numbers for all team members.
- Audited financial statements (or 10Ks if the entity is publicly owned) for the last three (3) years (parent and holding companies should submit audited financial statements if they intend to commit resources to a developer or joint venture in which they own a controlling interest). The financial statements should be prepared in accordance with generally accepted accounting principles (GAAP) and the financial auditor must be a nationally recognized firm in the accounting industry. The submission must include an assertion as to the accuracy made by the auditor. Auditor contact information should also be provided;
- If audited financial statements have not been performed for the Offeror's corporation or partnership, or if the Offeror is an individual, a complete and current personal financial statement for the Offeror and all the Offeror's partners/officers.
- A description of financing arrangements that the Offeror has structured for major projects within the past ten (10) years that are similar in scope to the Joint Base Pearl Harbor-Hickam project. Include information on previous debt and equity sources, terms and any fees.
- The names, addresses, telephone numbers, and e-mail addresses of at least two (2) commercial or institutional credit references from which the Offeror has previously obtained financing. The Offeror shall attach a letter authorizing each credit reference to respond to inquiries from the Navy.
- The Offeror shall identify the sources, and, if possible, the relative amounts from these sources, from which the Offeror expects to derive revenue during implementation and operation of the EUL project.
- (If applicable) If historic preservation tax credits are planned for the project, the Offeror shall discuss past experience with such tax credits.

- Discuss the envisioned economics of sharing agreements between principal members or investors including identification of sources of return to the owners and investors.
- Describe the Offeror's plan for reinvesting revenues earned back to the project itself. This should include anticipated timing and levels of refinancing and the proposed disposition of proceeds from refinancing as well as plans for adjusting the reinvestment approach in response to market standards.
- Provide a description and documentation demonstrating the Offeror's strategy to obtain financing (i.e. – debt or equity) for the project, including anticipated costs and why this strategy offers the best value to the Government.
- Discuss the Offeror's capability to secure operating capital for the project as well as the Offeror's capability to secure payment or performance bonds (or other types of security) for the envisioned project.

SECTION IV: DEMONSTRATED MAINTENANCE AND MANAGEMENT CAPABILITY: This factor considers the Offeror's capability to understand and address the project's maintenance and management responsibilities including maintenance, repair, operations, and management experience. Specifically, the Offeror should provide their approach to maintenance/management of the project as well as describe previous comparable projects where they have performed similar functions. In addition, the Offeror should include detailed information (e.g. resumes) on personnel that will be involved in the management of the project.

SECTION V: MARKETING PLAN: This factor will be used to evaluate and demonstrate (1) that the Offeror has an understanding of the type of uses for the Premises which are consistent with Navy goals and objectives; and (2) that the Offeror's has a feasible plan to identify an experienced and capable end-user for the Premises.

A project of this scope will require significant marketing to potential users. Offerors should recognize that the project is solely a commercial venture and not dependent on the provision of services to any Navy/Joint Base Pearl Harbor-Hickam identified users. The Offeror will provide a detailed narrative describing how the Offeror will market the Premises and a summary of the experience of the Offeror's team in marketing property for third-party use. Specifically, the Offeror shall provide an overview of the marketing plan to research and identify the necessary users to make the overall project financially feasible.

SECTION VI: OFFEROR'S DEVELOPMENT PLAN: This factor will be used to evaluate and demonstrate that the Offeror has a clear understanding of the anticipated design and construction elements of the project; specifically including the removal, remediation and mitigation of hazardous materials known to present in significant quantities in the Premises and coordination with cognizant State and Federal regulators regarding historic preservation aspects of the project.

Understanding of Anticipated Design and Construction Elements:

- The Offeror shall submit a detailed narrative describing its proposed project concept and vision, including an accurate overall description of the intended project design and construction methodology. Special emphasis will be required on how the Offeror's

approach addresses the entire project and how it demonstrates a clear understanding of the scope and complexity associated with the project.

- The Offeror shall provide a concept outline which shall include, but is not limited to, the following items: 1) quality control plan; 2) safety plan; 3) phasing/sequencing, including detailed logic diagram with major milestones (i.e. notice to proceed, design completion, obtaining the building permit, subcontractor selection, certificate of occupancy); and 4) project coordination (A&E involvement). The Navy/Joint Base Pearl Harbor-Hickam is seeking a developer that can bring creativity and innovation to the project.

Experience and Past Performance with Historic Preservation Issues:

- The Offeror shall submit information demonstrating the Offeror’s training and experience with the redevelopment, rehabilitation and/or adaptive re-use of historic properties and execution of the Secretary of the Interior’s Standards for the Treatment of Historic Properties. Specifically the Offeror will be required to submit detailed information on the execution of projects involving historic buildings, including adherence to the Standards for the Treatment of Historic Properties and actions taken to comply with historic preservation zoning requirements.

Experience and Past Performance with HAZMAT Removal, Disposal and Remediation:

- The Offeror shall submit information demonstrating the Offeror’s training and demonstrated experience with the removal, disposal and remediation of hazardous materials known to be present in the Premises. Specifically the Offeror will be required to submit detailed information on the execution of projects involving the removal, disposal and remediation of friable asbestos and lead-based paint, including adherence to applicable Federal standards for such removal and disposal work.

SECTION VII: CAPABILITY/QUALIFICATIONS TO DEVELOP BUSINESS AND LEASING PLAN:

Staffing Plan: The Offeror will be required to provide the following:

- Describe its organizational approach to executing its responsibilities, providing the overall project coordination, and responding to the Navy during all phases of the project. Furnish an organizational chart and staffing plan that demonstrates the Offeror’s capability of carrying out all functions required for the project. If applicable, the Offeror will be required to present a timetable for hiring any additional staff required.
- For each of the last five (5) years, the Offeror will be required to summarize its workload, expressed in terms of the annualized dollar value of the projects being developed and the number of full time staff engaged in managing project development.
- The extent to which the Offeror is planning to commit staff and other resources to the project and to development of the Business and Leasing Plan.
- The extent to which the Offeror’s key personnel have worked together on projects of a complexity and magnitude similar to the proposed project.

Qualifications of Key Personnel: The Offeror will be required to provide the following:

- Identify its “key personnel” (those persons considered critical to the accomplishment of the project) and their respective roles during development of the Business and Leasing

Plan. Indicate the extent to which its key personnel have worked together as a team on projects of the same or greater, financial magnitude and on projects of the same nature.

- A resume for each of the Offeror's "key personnel". Each resume shall be limited to one (1) page, must include a description of the individual's duties and responsibilities, education, knowledge, skills, expertise, and other qualifications relevant to development of the Business and Leasing Plan. The resume must clearly indicate whether the individual is or is not currently an employee of the Offeror.
- For each "key personnel" resume, the Offeror will be required to attach a statement defining the extent of the individual's availability and corporate commitment. The statement must clearly indicate whether the individual is or is not currently an employee of the Offeror and, if not so employed, what kind of commitment the Offer has obtained from the person or offer of employment the Offeror has made to the person to assure availability of this person during the development of the Business and Leasing Plan.

SECTION VIII: ACHIEVEMENT OF NAVY GOALS, CONCEPTS AND OBJECTIVES:

This factor considers the extent to which the Offeror's approach indicates an understanding of the Navy/Joint Base Pearl Harbor-Hickam goals (as articulated in the RFQ) and a realistic approach to accomplishing them. Specifically, Offerors should describe how their proposed approach and how the goals of the Navy will be achieved during the project term.

SECTION IX: ABILITY TO EFFECTIVELY MANAGE COMMUNITY RELATIONS:

The Offeror will be required to explain its philosophy and specific approach to managing community relations during the planning, construction, and operation and maintenance of major development projects. With respect to projects listed by the Offeror under "Relevant Project Experience", the Offeror will be required to describe its experiences in managing relations with the surrounding community.

OFFEROR'S COVER PAGE

The Offeror's proposal must include a completed Cover Page which shall consist of a completed and signed copy of Appendix "L" to this RFQ.

SIGNIFICANT CHANGES

The Offeror shall advise the RECO in writing within five (5) business days of any significant changes affecting the proposal submission.

APPENDIX K
REQUEST FOR QUALIFICATIONS N62742-12-RP-0009
ENHANCED USE LEASE AT JOINT BASE PEARL HARBOR-HICKAM, PEARL
HARBOR, HAWAII

FEDERAL ACQUISITION REGULATION PROVISIONS AND MANDATORY
CLAUSES INCORPORATED BY REFERENCE

In accordance with 10 U.S.C. § 2667, competitive procedures will be used to select a lessee. However, the RFQ does not seek offers for a contract for the procurement of property or services like those contemplated by 31 U.S.C. § 3551 and 41 U.S.C. § 601-613. Consequently, this RFQ and any subsequent lease are not governed by the Federal Acquisition Regulations (FAR).

Although this solicitation is not governed by the FAR, certain FAR provisions have been incorporated into this RFQ for administrative convenience and/or to comply with Federal law. The full text of these provisions may be found on web site

<http://acquisition.gov/comp/far/index.html>.

Depending on the in-kind services that might be provided to the Navy, Davis-Bacon (40 U.S.C. 276a et seq.) wage requirements may apply. Davis bacon prevailing wage requirements usually apply to public buildings and public works.

The following provisions shall apply to the selection of the Selected Developer that enters into the Lease or other business arrangement contemplated by the Government.

Selected Developers are required to incorporate the following clauses into their proposals. The successful Selected Developer's proposal will be incorporated into the Facility Lease covering the Premises, and these clauses will thereby become binding on the Selected Developer.

1. FAR 52.203-3, Gratuities (APR 1984)
2. FAR 52.203-5, Covenant Against Contingent Fees (APR 1984)
3. FAR 52.203-7, Anti-Kick Back Procedures (JUL 1995)
4. FAR 52.203-8, Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
5. FAR 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
6. FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)

7. FAR 52.209-6, Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEPT 2006)
8. FAR 52.215-2, Audit and Records – Negotiation (JUN 1999)
9. FAR 52.222-6, Davis-Bacon Act (JUL 2005)
10. FAR 52.222-7, Withholding of Funds (FEB 1988)
11. FAR 52.222-8, Payrolls and Basic Records (FEB 1988)
12. FAR 52.222-9, Apprentices and Trainees (JUL 2005)
13. FAR 52.222-10, Compliance with Copeland Act Requirements (FEB 1988)
14. FAR 52.222-11, Subcontracts (Labor Standards) (JUL 2005)
15. FAR 52.222-12, Contract Termination – Debarment (FEB 1988)
16. FAR 52.222-13, Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)
17. FAR 52.222-14, Disputes Concerning Labor Standards (FEB 1988)
18. FAR 52.222-15, Certification of Eligibility (FEB 1988)
19. FAR 52.222-21, Prohibition of Segregated Facilities (FEB 1999)
20. FAR 52.222-23, Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)
21. FAR 52-222-26, Equal Opportunity (MAR 2007)
22. FAR 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)
23. FAR 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)
24. FAR 52.223-6, Drug-Free Workplace (MAY 2001)
25. FAR 52.225-9, Buy American Act – Construction Materials (JAN 2005) (applicable to construction estimated at less than \$7,443,000)
26. FAR 52.225-11, Buy American Act – Construction Materials under Trade Agreements (AUG 2007) (applicable to construction estimated at \$7,443,000 or more)
27. FAR 52.233-1, Disputes (JUL 2002)

**APPENDIX L
 REQUEST FOR QUALIFICATIONS N62742-12-RP-0009
 ENHANCED USE LEASE AT JOINT BASE PEARL HARBOR-HICKAM, PEARL
 HARBOR, HAWAII
 SELECTED DEVELOPER'S COVER PAGE**

(Name of Selected Developer)	(Point of Contact)
(Street Address)	(Telephone Number)
(City, State and Zip Code)	(Fax Number)
(Electronic Mail Address)	

1. This offer is valid for a period of 180 days from the date hereinafter written, unless an extension is agreed to by all parties.
2. Receipt of amendment(s) [insert amendment number, if applicable] is acknowledged.
3. **Statement of Authority to Release Proprietary Information**
 I hereby certify that I have read the Request for Qualifications and understand and approve of the release of the information in all proposal submittals to the Government and its contractors for the purpose of providing advisory/consulting services in the Government's evaluation of this Solicitation. I further understand that the Government and its contractors will not disclose any confidential information identified as such in these submissions.
4. **Conflicts of Interest**
 I hereby certify that to the best of my knowledge no potential conflict of interest exists between the above-identified Selected Developer and any "Prohibited Participant" as defined in the Request for Qualifications. As a condition of this offer, should my firm be the Selected Selected Developer for negotiations of the Business and Leasing Plan with the Government, my firm will not contract with any Prohibited Participant for work relating to this project for a period of two years after the date of this selection, nor at any time with Alvarez & Marsal or any of its current subcontractors, including PACE Global Energy Services for work relating to this project.

Authorized representative and signatory for Selected Developer:

(Print) Name	Title	Date
Signature		

